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U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
CLERK OF COURT  
5/11/2012

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DAVID'S BRIDAL, INC. and DBD, INC.,

Plaintiffs,

v.

DAVIBRIDAL.COM, et al.,

Defendants.

Civil Action No. 11 Civ. 7926 (DLC)

**ORDER SETTING ASIDE  
DEFAULT AND ENTERING  
PERMANENT INJUNCTION**

WHEREAS, Plaintiffs David's Bridal, Inc. ("DBI") and DBD, Inc. ("DBD")  
(collectively, "Plaintiff") commenced the above-captioned action on or about November 4, 2011  
(the "Action");

WHEREAS, Defendant Readmob Technologies (HK) Limited was improperly plead as  
www.JJSHOUSE.COM (hereinafter referred to as "READMOB").

WHEREAS, on March 30, 2012, the court scheduled a hearing on Plaintiff's Proposed  
Order for Default Judgment and Permanent Injunction against all Defendants in this proceeding  
(the "Default Judgment");

WHEREAS, the court declined to enter a Default Judgment against Readmob and  
allowed Readmob additional time to file an answer.

WHEREAS, Readmob denies that it has any liability as to any of the claims asserted by  
Plaintiff in the Action, and has agreed to entry of this order solely to facilitate settlement of the  
Action;

WHEREAS, without any admission of liability, DBI, DBD, and Readmob (collectively,  
the "Parties") have reached an agreement for the settlement and dismissal of the claims as to  
READMOB, the full terms and conditions of which are set forth in a document entitled

Confidential Settlement Agreement, effective May 4, 2012 (the "Confidential Settlement Agreement");

WHEREAS, the Confidential Settlement Agreement is conditioned upon the Court setting aside the default and/or Default Judgment against Readmob and entering a permanent injunction on the terms and conditions set forth herein;

WHEREAS, the Parties stipulate and agree that this Court has jurisdiction to enter a permanent injunction on the terms and conditions set forth below;

WHEREAS, the Court finds good cause for entry of a permanent injunction on the terms and conditions set forth below; and

WHEREAS, by their signatures and acknowledgements below, in counterparts, and/or by fax or other electronic means, all of which shall constitute one original, the Parties understand, and agree to be bound by, the terms of this Order;

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. For purposes of this Order, the caption in this Action is amended to substitute "READMOB" for "JJSHOUSE.COM."
2. The entry of Default as to READMOB only is hereby set aside in accordance with the terms of this Order.
3. Pursuant to 15 USC § 1116, READMOB and each of its officers, agents, servants, employees, and all others acting on its behalf or in concert or privity with it, are permanently enjoined from using or authorizing others to use Plaintiff's registered trademarks, namely, DAVID'S BRIDAL, DAVIDSBRIDAL.COM, DAVID'S BRIDAL MAKE A MATCH, DB STUDIO, DBBRIDAL COLOR, PRISCILLA, PRISCILLA OF BOSTON, PRISCILLA OF BOSTON CLASSICS, PLATINUM FOR PRISCILLA OF BOSTON, PLATINUM, JEWEL BY

PRISCILA OF BOSTON, MELISSA SWEET, REVERIE BY MELISSA SWEET, REVERIE, GALINA, GALINA SIGNATURE, VINEYARD COLLECTION, US ANGELS and BLUSH BY US ANGELS, or those of its licensed brands, OLEG CASSINI® and WHITE BY VERA WANG® in connection with the sale or advertising of any goods or services and from misappropriating any intellectual property belonging to or licensed to DBD, Inc. and its affiliated companies David's Bridal, Inc., Priscilla of Boston, Inc. and US Angels, Inc. to sell or advertise READMOB's goods and services through its websites located at [jjshouse.com](http://jjshouse.com) and [jenjenhouse.com](http://jenjenhouse.com) or through any other platform on its behalf.

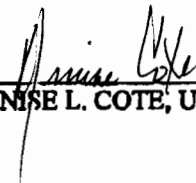
4. Each party shall bear its own costs and attorneys' fees incurred in connection with the settlement of this Action without recourse to the other party. Nothing in this paragraph shall limit the Parties' ability to recover monetary damages or other relief for a violation of the terms herein.

5. This Order shall be effective without the posting of any bond or undertaking by any of the Parties.

6. The entry of this Order shall be the final adjudication of the claims against READMOB which are otherwise dismissed with prejudice.

SO ORDERED:

Dated: May 11, 2012

  
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HON. DENISE L. COTE, U.S.D.J.


REPPERT KELLY, LLC

By:   
J. Vincent Reppert

120 Mountain View Boulevard  
Post Office Box 509  
Basking Ridge, New Jersey 07920  
(908) 605-2120 Phone  
(908) 605-2121 Fax

570 Lexington Avenue, 8th Floor  
New York, New York 10022  
(212) 490-0988 Phone  
(212) 490-0287 Fax  
[jvreppert@reppertkelly.com](mailto:jvreppert@reppertkelly.com)  
Attorneys for Plaintiffs

ARENT FOX LLP

By:   
Bernice K. Leber, Esq.  
Mark Angelov, Esq.

1675 Broadway  
33<sup>RD</sup> Floor  
New York, New York 10019  
(212) 484-3900

-and-

Michael A. Grow, Esq.  
ARENT FOX LLP  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036-5339  
202.857.6389 DIRECT  
[grow.michael@arentfox.com](mailto:grow.michael@arentfox.com)  
Attorneys for Defendant, Readmob Technologies  
(HK) Limited, improperly identified as JJSHouse.com